

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE**

FOR USE WITH FORMS EXCEPT HO 3

### **DEFINITIONS**

The following definition is added:

#### **"Fungi"**

- a. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by "fungi".
- b. Under **Section II**, this does not include any "fungi" that are, are on, or are contained in, a good or product intended for consumption.

### **SECTION I - PROPERTY COVERAGES**

#### **ADDITIONAL COVERAGES**

The following Additional Coverage is added:

##### **11. "Fungi", Wet Or Dry Rot, Or Bacteria**

- a. We will pay up to \$5,000 for:
  - (1) The total of all loss payable under **Section I - Property Coverages** caused by "fungi", wet or dry rot, or bacteria;
  - (2) The cost to remove "fungi", wet or dry rot, or bacteria from property covered under **Section I**;
  - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and
  - (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria, whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.
- b. The coverage described in **11.a.** only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

- c. The limit of liability in **11.a** for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:

- (1) Number of locations insured under this endorsement; or
- (2) Number of claims made.

- d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungi", wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

This coverage does not increase the limit of liability applying to the damaged covered property.

The limit of liability applies to the total of all loss or costs payable under this endorsement, regardless of:

- (i) the number of "occurrences";
- (ii) the number of claims made; or
- (iii) the number of locations;

insured under this endorsement.

(This is Additional Coverage **10.** in Forms **HO 6** and **9.** in Form **HO 8.**)

### **SECTION I - PERILS INSURED AGAINST**

#### **12. Accidental Discharge Or Overflow Of Water Or Steam**

Paragraph **12.e.** is added:

- e. Caused by constant or repeated seepage or leakage of water or the presence or condensation of:
  - (1) humidity;
  - (2) moisture; or
  - (3) vapor;over a period of weeks, months or years.

(This is Paragraph **12.d.** in Form **HO 4.** This Paragraph does not apply in Forms **HO 1** and **HO 8.**)

In Form HO 6 with HO 17 31:

Paragraph 3.d.(3) is deleted and replaced by the following:

- (3) Smog, rust or other corrosion;

Paragraph 3.d.(9) is added:

- (9) Constant or repeated seepage or leakage of water or the presence or condensation of:

- (a) humidity;
- (b) moisture; or
- (c) vapor;

over a period of weeks, months or years.

In Form HO 6 with HO 17 32:

Paragraph 2.e.(3) is deleted and replaced by the following:

- (3) Smog, rust or other corrosion;

Paragraph 2.e.(9) is added:

- (9) Constant or repeated seepage or leakage of water or the presence or condensation of:

- (a) humidity;
- (b) moisture; or
- (c) vapor;

over a period of weeks, months or years.

## SECTION I - EXCLUSIONS

Exclusion 9. is added.

### 9. "Fungi", Wet Or Dry Rot, Or Bacteria

"Fungi", Wet Or Dry Rot, Or Bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria.

This Exclusion does not apply:

- (a) When "fungi", wet or dry rot, or bacteria results from fire or lightning; or
- (b) To the extent coverage is provided for in the "Fungi", Wet Or Dry Rot, Or Bacteria Additional Coverage under **Section I - Property Coverages** with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "fungi", wet or dry rot, or bacteria is covered.

## SECTION II - EXCLUSIONS

Exclusion 1.m. is added.

- 1.m. arising out of any "fungi", wet or dry rot, or bacteria meaning the:

- (1) presence;
- (2) growth;
- (3) proliferation;
- (4) spread; or
- (5) any activity;

of "fungi", wet or dry rot, or bacteria.

This exclusion applies to all locations including those locations otherwise covered by separate endorsement.

We also do not cover, for **Section I** or **Section II**, the cost:

- 1. of any loss of use or delay in rebuilding, repairing or replacing covered property, including any associated cost of expense, due to interference at the residence premises or location of the rebuilding, repair or replacement by "fungi";
- 2. to remove "fungi", wet or dry rot, or bacteria from property covered under **Section I**;
- 3. to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and
- 4. of testing or monitoring of air or property to confirm the type, absence, presence or level of "fungi", wet or dry rot, or bacteria, whether performed prior to, during or after removal, repair, restoration or replacement.

## SECTIONS I AND II CONDITIONS

Condition 1. **Policy Period** is deleted and replaced with the following:

### 1. Policy Period

This policy applies only to loss or costs in:

- a. **Section I**; or
- b. "bodily injury" or "property damage" in **Section II**;

which occurs during the policy period.

All other provisions of the policy apply.